

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Mackarl Enterprises, Inc.Application No./Patent No.: 6,453,044Filed/Issue Date: 10-26-2000 9-17-2002

Titled:

User Interface for a Portable Communication Device

Mackarl Enterprises, Inc.

, a A California Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Orrin Klitzner & Sam Geffen To: Full Sound, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 016164, Frame 0047, or for which a copy thereof is attached.

2. From: Full Sound, Inc. To: Unical Enterprises, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 016164, Frame 0044, or for which a copy thereof is attached.

3. From: Unical Enterprises, Inc. To: Mackarl Enterprises, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 022127, Frame 0529, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

May 11, 2011

Date

Arnold D. Litt, Attorney of RecordAttorney of Record

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**Statement Under 37 CFR 3.73(b) – Continued from 1<sup>st</sup> Page**

From: Orrin Klitzner & Sam Geffen      To: Northwestern Bell Phones a/k/a Unical  
Enterprises, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel 016722      Frame 0486

Ryan Tsui is a Vice President of Mackarl and is familiar with all the facts and  
circumstances surrounding the late payment of the maintenance fee. Based on his statements to  
the undersigned, I am satisfied that late payment of the maintenance fee was unintentional.

## ASSIGNMENT

WHEREAS, Unical Enterprises, Inc. (hereinafter "ASSIGNOR"), a California corporation, having its principle office at 16960 Gale Ave., City of Industry, CA 91745, owns all rights in United States Patent No. 6,453,044 issued on September 17, 2002 from U.S. patent application serial number 09/696,238 originally filed on October 26, 2000, entitled USER INTERFACE FOR A PORTABLE COMMUNICATION DEVICE, and the invention (hereinafter referred to as "Invention") disclosed therein; and

WHEREAS, Mackarl Enterprises, Inc. (hereinafter referred to as ASSIGNEE), a corporation of the State of California, having a business address of 16960 Gale Ave., City of Industry, CA 91745, is desirous of acquiring the entire right, title and interest in and to said Invention in the United States and throughout the world, in and to said patent and said application and all divisions, continuations, continuations-in-part, and substitutions thereof; in and to the Letters Patent to be granted therefor in the United States, including renewals, reissues, and extensions thereof; and in and to any other patents granted on said Invention anywhere in the world, including all renewals, reissues, and extensions thereof;

NOW, THEREFORE, for and in consideration of one dollar and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, set over, and convey unto the ASSIGNEE all of its entire right, title, and interest in, to, and under said Invention in the United States and throughout the world; in, to, and under said patent and said application and any division, continuation, continuation-in-part or substitution thereof, including priority rights created by any treaty or international convention to which the United States of America is a party; and in and to any patent or patents obtained on said Invention in the United States and all foreign countries, including any renewals, reissues, and extensions thereof; the said entire interest to be held and enjoyed by the said ASSIGNEE for its own use and behoof and for the use and behoof of its successors and assigns to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by us had this transfer not been made.

ASSIGNOR does further agree for itself and its successors, assigns and nominees, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as we lawfully may, that may be deemed necessary by

ASSIGNEE, its successors, assigns, and nominees, fully to secure its interest as aforesaid and to obtain or maintain Letters Patent in any and all countries;

ASSIGNOR does hereby authorize and request the Commissioner of Patents to record the title in and to the entire interest in said patent to ASSIGNEE, and to issue any and all Letters Patent which may be granted upon any of the said applications, to the said ASSIGNEE, as the assignee of the entire interest therein.

EXECUTED this 3 day of DECEMBER, 2008.

Unical Enterprises, Inc.

Signature: Rebecca K. Tsi

*Signature of Officer/Director*

Name: Rebecca K. Tsi / CFO

*Print name of Officer/Director*

Title: CFO

*Title of Officer/Director*

## ASSUMPTION AGREEMENT

THIS AGREEMENT dated December 5, 2008, between Unical Enterprises, Inc., a California corporation ("Assignor"), and Mackarl Enterprises, Inc., a California corporation ("Assignee"),

### WITNESSETH

WHEREAS, Assignee has received certain assets from Assignor pursuant to an Assignment Agreement, dated December 3, 2008 (the "Agreement"), between Assignor and Assignee; and

WHEREAS, pursuant to the Agreement, Assignee is to assume certain obligations of Assignor,

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

#### 1. Assumption of Obligations

Assignee hereby assumes and agrees to well and truly perform, fulfill and discharge all liabilities and obligations arising under or pursuant to assignment of US Patent 6,453,044 insofar as and to the extent that, but only insofar as and to the extent that, such liabilities and obligations shall have accrued and arisen and relate to times after December 5, 2008, on the date hereof (the "Obligations").

#### 2. Indemnification

Assignee shall indemnify, defend and hold harmless Assignor from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense (including without limitation, reasonable attorneys' fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim), action, suit, proceeding or demand, of any kind or character arising out of or in any manner incident, relating or attributable to any failure of Assignee to perform, fulfill or discharge any of the Obligations.

Assignor shall indemnify, defend and hold harmless Assignee from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense (including without limitation, reasonable attorneys' fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim), action, suit, proceeding or demand, of any kind or character arising out of or in any manner incident, relating or attributable to any failure of Assignor to perform, fulfill or discharge any liabilities and obligations arising under the agreements referred to in Section 1 above that shall have accrued or arisen or relate to times prior to December 5, 2008, on the date hereof.

#### 3. Notice and Defense

The indemnifying party ("Indemnifying Party") shall not be liable under any of the indemnities contained in Section 2 above with respect to any claim made against the indemnified party ("Indemnified Party") unless the Indemnifying Party shall be entitled and given the opportunity, to participate in the defense of any suit brought to enforce such claim. If the Indemnifying Party so elects to participate in the defense, such defense shall be conducted by

counsel chosen by the Indemnifying Party. The Indemnifying Party shall bear the fees and expenses of such counsel. If the Indemnifying Party does not participate in the defense of the claim, it shall bear the reasonable cost of counsel for the Indemnified Party, and any settlement or compromise made by the Indemnified Party shall be made only with the Indemnifying Party's consent (which will not be unreasonably withheld) and shall be binding upon the Indemnifying Party, and the Indemnifying Party shall be liable to the Indemnified Party for the amount of such settlement or compromise in addition to other amounts for which the Indemnifying Party may be liable hereunder.

#### 4. Payment

The Indemnifying Party shall reimburse the Indemnified Party, on demand, with respect to any loss, liability, damage, cost or expense to which the indemnities set forth in this Agreement relate.

#### 5. Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

#### 6. Governing Law

This Agreement and all performances hereunder shall be governed by and construed in accordance with the laws of the State of California.

#### 7. Modifications

This Agreement may not be altered or amended and no rights hereunder may be waived except by an instrument in writing signed by the party against whom such amendment or waiver is asserted.

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of the date and year first above written.

Unical Enterprises, Inc.

By: Rebecca K. P.  
Its Duly Authorized Representative

Title: CFO

Mackarl Enterprises, Inc.

By: [Signature]  
Its Duly Authorized Representative

Title: VP PRODUCT MANAGEMENT